

1 Larry W. McFarland (Bar No. 129668)
E-Mail: lmcfarland@kilpatricktownsend.com
2 Christopher T. Varas (Bar No. 257080)
E-Mail: cvaras@kilpatricktownsend.com
3 Kollin J. Zimmermann (Bar No. 273092)
E-Mail: kzimmernann@kilpatricktownsend.com
4 KILPATRICK TOWNSEND & STOCKTON LLP
9720 Wilshire Boulevard, Penthouse Suite
5 Beverly Hills, California 90212
Telephone: (310) 248-3830
6 Facsimile: (310) 860-0363

7 James G. Gilliland, Jr. (Bar No. 107988)
E-Mail: jgilliland@kilpatricktownsend.com
8 Ryan T. Bricker (Bar No. 269100)
E-Mail: rbricker@kilpatricktownsend.com
9 KILPATRICK TOWNSEND & STOCKTON LLP
Eighth Floor, Two Embarcadero Center
10 San Francisco, California 94111-3833
Telephone: (415) 576-0200
11 Facsimile: (415) 576-0300

12 Attorneys for Plaintiff
13 INSTAGRAM, LLC

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION
17

18 INSTAGRAM, LLC, a Delaware
19 Limited Liability Company,

20 Plaintiff,

21 v.

22 ZHOU MURONG, an individual, HE
23 GUIHE, an individual, ZHOU MUFEN,
24 an individual, and ZHOU MEIFANG, an
individual,

25 Defendants.
26
27
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CASE NO.:

COMPLAINT FOR:

- (1) VIOLATION OF 15 U.S.C. §
1125(d);
(2) DECLARATORY JUDGMENT OF
VALIDITY OF AGREEMENT;
(3) DECLARATORY JUDGMENT RE
OWNERSHIP OF PROPERTY AS
GOOD FAITH PURCHASER FOR
VALUE

DEMAND FOR JURY TRIAL

CASE NO. _____
COMPLAINT

1 Plaintiff Instagram, LLC (“Instagram”) brings this action against Defendants
2 Murong Zhou (“Murong”), Guihe He (“Guihe”), Mufen Zhou (“Mufen”), and
3 Meifang Zhou (“Meifang”) (collectively, “Defendants”) for injunctive and declaratory
4 relief and damages.

5 **NATURE OF THE ACTION**

6 1. This is an action for violation of the Lanham Act, 15 U.S.C. § 1125(d)
7 and for declaratory judgment as to the validity of a domain name purchase agreement
8 and Instagram’s rights thereto as a good faith purchaser for value and otherwise.

9 **THE PARTIES**

10 2. Plaintiff Instagram is a limited liability company organized and existing
11 under the laws of the State of Delaware with its principal place of business in Menlo
12 Park, California.

13 3. Defendant Murong is an individual residing in Guangdong, China.

14 4. Defendant Guihe is an individual residing in Zhejiang, China. Instagram
15 is informed and believes that Defendant Guihe is Murong’s mother.

16 5. Defendant Mufen is an individual residing in Zhejiang, China. Instagram
17 is informed and believes that Defendant Mufen is Murong’s sister.

18 6. Defendant Meifang is an individual residing in Guangdong, China.
19 Instagram is informed and believes that Defendant Meifang is Murong’s sister.

20 7. On information and belief, the actions alleged herein to have been
21 undertaken by Defendants were undertaken by each Defendant individually, were
22 actions that each Defendant conspired to cause to occur, were actions that each
23 Defendant authorized, controlled, directed, or had the ability to authorize, control or
24 direct, and/or were actions in which each Defendant assisted, participated or otherwise
25 encouraged, and are actions for which each Defendant is liable. Each Defendant aided
26 and abetted the actions of the other Defendants as set forth below, in that each
27 Defendant had knowledge of those actions, and provided assistance and benefitted
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1 from those actions, in whole or in part, as co-conspirators of each other. Each of the
2 Defendants was the agent of each of the remaining Defendants, and in doing the
3 things hereinafter alleged, was acting within the course and scope of such agency and
4 with the permission and consent of each and every one of the other Defendants.

5 **INTRADISTRICT ASSIGNMENT**

6 8. Pursuant to Civil L.R. 3-2(c) and General Order No. 44, this case is
7 properly assigned to any division of this Court, except that pursuant to Civil Local
8 Rules 3-2(g) and 73-1, Instagram does not consent to assignment to a Magistrate
9 Judge residing in the Eureka Division.

10 **JURISDICTION**

11 9. This action arises under the trademark laws of the United States, 15
12 U.S.C. § 1051, *et seq.*, particularly under 15 U.S.C. § 1125(d), and the Declaratory
13 Judgment Act, 28 U.S.C. § 2201. This Court has subject matter jurisdiction over the
14 claims made herein under 28 U.S.C. §§ 1331 and 1338, 15 U.S.C. §§ 1116, 1121, and
15 1125, and 28 U.S.C. § 2201. This Court also has subject matter jurisdiction over the
16 claims made herein under 28 U.S.C. § 1332 in that this is a civil action between
17 citizens of a state and citizens or subjects of a foreign state where the amount in
18 controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

19 10. This Court has personal jurisdiction over Defendants.

20 11. Since its launch on October 6, 2010, Instagram, a citizen of the State of
21 California, has used the now world famous INSTAGRAM trademark in connection
22 with its internet based social networking and photo sharing platform business.

23 12. Beginning October 13, 2010, Defendants, along with Weiming Zhou
24 (who is the now-deceased father of Murong, Mufen and Meifang and husband of
25 Guihe), began their bad faith cybersquatting campaign directed at Instagram.

26 13. On information and belief, that cybersquatting campaign, as further
27 detailed below, resulted in the Defendants registering in bad faith approximately 75
28

1 domain names that are identical or confusingly similar to the INSTAGRAM mark,
2 including <Instagram.com>.

3 14. Instagram's service originally ran on the domain name <Instagr.am>.
4 Defendants then acquired <Instagram.com> as part of their cybersquatting campaign.
5 In January 2011, Instagram (as Burbn, Inc., a California resident and Instagram,
6 LLC's predecessor in interest) negotiated and executed a purchase agreement to
7 acquire <Instagram.com> from Defendant Murong.

8 15. Even though the purchase agreement is now five years old, the
9 Defendants didn't challenge the validity of the agreement until October 2014, almost
10 four years after it was executed. It's clear that this new challenge is an attempt in bad
11 faith to invalidate Instagram's good faith purchase for value of the <Instagram.com>
12 domain name.

13 16. Defendants' cybersquatting scheme, including their bad faith efforts to
14 invalidate the domain name transfer agreement years after it was consummated,
15 amount to bad faith intentional acts which are expressly aimed at Instagram, a resident
16 of this district, and which are intended to and are causing harm to Instagram, the brunt
17 of which is suffered and which the Defendants know is likely to be suffered in this
18 district where Defendants are attempting to deprive Instagram of its property and
19 intellectual property rights.

20 17. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because a
21 substantial part of the events or omissions giving rise to the claim occurred here,
22 and/or a substantial part of property that is the subject of the action is situated here.
23 Specifically, Instagram's principal place of business is in Menlo Park, California, and
24 the <Instagram.com> domain name registrar is MarkMonitor, is headquartered in San
25 Francisco, California. Alternatively, venue is proper in this district under 28 U.S.C. §
26 1391(b)(3) because Defendants are subject to this Court's personal jurisdiction in this
27 district.

1 **FACTUAL ALLEGATIONS**

2 18. This is a case about a family of serial cybersquatters who regularly traffic
3 in domain names made up of emerging and well-known brands, and a conspiracy
4 among those family members to extort Instagram by abusing a foreign judicial system
5 to invalidate a legitimate domain name purchase agreement governed by U.S. law that
6 occurred five years ago.

7 **Defendants' Serial Cybersquatting**

8 19. Instagram is a world-famous photo/video sharing and editing service,
9 application, and social network, and a wholly owned subsidiary of Facebook, Inc.

10 20. Since its launch on October 6, 2010, Instagram has grown at an
11 exponential rate. Within one week, Instagram had over 100,000 users. By December
12 12, 2010, Instagram already had over 1 million users. By September 26, 2011,
13 Instagram had over 10 million users. On December 9, 2011, Apple named Instagram
14 the "iPhone App of the Year." On April 9, 2012, Facebook acquired Instagram for
15 approximately \$1 billion in cash and stock. This acquisition was widely covered by
16 news media outlets across the world. By July 26, 2012, Instagram reached 80 million
17 users. Instagram's rapid growth has continued, and today Instagram has over 400
18 million monthly active users, making it the second most popular social networking
19 app behind the most used Facebook.

20 21. Since its launch in October 2010, Instagram has continuously used the
21 trademark INSTAGRAM in interstate commerce in the United States in connection
22 with its goods and services. Instagram owns many federal trademark registrations for
23 the INSTAGRAM mark for a variety of goods and services, including but not limited
24 to Reg. No. 4146057 for "Downloadable computer software for modifying the
25 appearance and enabling transmission of photographs" and Reg. No. 4170675 for
26 "Providing a web site that gives users the ability to upload photographs; . . . computer
27
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1 services, namely, providing an interactive website featuring technology that allows
2 users to manage their online photograph and social networking accounts.”

3 22. The INSTAGRAM mark is valid and protectable, inherently distinctive,
4 and exclusively owned by Instagram now and at the time Defendants acquired the
5 domain names at issue. The INSTAGRAM mark is famous, and is recognized around
6 the world and throughout the United States by consumers as signifying high quality,
7 authentic media-sharing products and services provided by Instagram.

8 23. Murong is currently the listed registrant of at least 21 domain names that
9 are confusingly similar to Instagram’s INSTAGRAM mark. These domain names are
10 subject to a WIPO proceeding resolved in Instagram’s favor, but have yet to be
11 transferred to Instagram. The domain names are: <insagram.com>, <instagam.com>,
12 <instagra.com>, <instagram.net>, <instagran.com>, <instagr.com>, <instagrm.com>,
13 <instangram.com>, <instaram.com>, <instargram.com>, <instegram.com>,
14 <instgram.com>, <instragram.com>, <intagram.com>, <istagram.com>,
15 <lnstagram.com>, <minstagram.com>, <nstagram.com>, <winstagram.com>,
16 <graminsta.com>, and <wwwinstagram.com> (the “Infringing Domain Names”).

17 24. Each of the Infringing Domain Names were registered by the Defendants
18 after the launch of the Instagram service, clearly indicating Defendants’ intent to
19 profit from Instagram’s goodwill.

20 25. Instagram is informed and believes that Murong and/or other members of
21 her family have registered additional domain names that are identical or confusingly
22 similar to the INSTAGRAM mark.

23 26. Although Murong is listed as the “registrant” of the Infringing Domain
24 Names, Instagram is informed and believes that the cybersquatting scheme is a family
25 conspiracy between and among Murong and the other members of her family named
26 in this Complaint.

1 27. None of the Infringing Domain Names resolve to a website owned,
2 operated, authorized, or endorsed by Instagram. The domain name <instagrm.com>,
3 for example, resolves to a “parked page” listing the domain name for sale and
4 containing “related links” which either reference Instagram directly or reference
5 Instagram’s photo related services. A true and correct printout of this “parked page”
6 as it appeared on January 13, 2016 is attached to this Complaint as **Exhibit 1**.

7 28. Almost all the parked pages where Defendants direct the Infringing
8 Domain Names contain numerous advertisements for and/or hyperlinks to a variety of
9 products and services related to Instagram. When an Internet user looking for
10 Instagram’s website lands on one of these sites (by, for example, mistyping
11 <www.instagram.com> as <wwwinstagram.com>), and clicks on one of the
12 advertisements, upon information and belief, Defendants profit from these clicks.

13 29. On information and belief, Defendants registered, have trafficked in,
14 and/or are currently using the Infringing Domain Names willfully and with a bad faith
15 intent to profit from the INSTAGRAM mark and its related goodwill.

16 30. This is not the first instance of cybersquatting in which Defendants have
17 been involved. Murong was also listed as the registrant of domain names in Sweden
18 for <Instagram.se> and Belgium for <Instagram.be>. Instagram has recovered these
19 domain names through successful dispute resolution proceedings. True and correct
20 copies of the orders in those proceedings are attached to this Complaint as **Exhibits 2**
21 **and 3**.

22 31. Instagram is not the only victim of Defendants’ cybersquatting scheme.
23 A search for the email address associated with the registrant of the Infringing Domain
24 Names reveals numerous domain names that are identical or confusingly similar to the
25 trademarks of third parties, including but not limited to the domain names
26 <chasedebit.com>, <googlejia.cn>, <itaobao.com.cn>, <quibids.com.cn>, and
27 <wikilaks.org>.

1 32. In fact, brand owners including Ikea, Google and Dr. Leonard's
2 Healthcare Corp. have also prevailed against Defendants' cybersquatting scheme in
3 dispute resolution proceedings. *See Inter Ikea Systems B.V. v. zhou murong*, WIPO
4 Case No. D2011-1962 (2011) (<ikealittle.com>); *Google Inc. v. Zhou Murong*, NAF
5 Claim Number: FA1108001403692 (2011) (<gloogeoffers.com>,
6 <gloogleartproject.com>, <gloogleoffers.com>, <gogledeals.com>,
7 <gogleebooks.com>, <gogleplush.com>, <gogleshopper.com>, <gogoletv.com>,
8 <googedeals.com>, <googeebooks.com>, et als.); and *Dr. Leonard's Healthcare*
9 *Corp. v. Zhoumurong / zhou murong*, NAF Claim Number: FA1211001473823 (2013)
10 (<carolwrightgifts.com> and <crolwrightgifts.com>).

11 **Instagram's Valid Purchase of the <Instagram.com> Domain Name**

12 33. On November 5, 2010, following the launch of the Instagram service, the
13 <Instagram.com> domain name was acquired by Murong and/or another member of
14 her family using the email address tony1111@vip.163.com. This acquisition was part
15 of an ongoing cybersquatting campaign designed to profit from Instagram's goodwill.

16 34. On or around January 18, 2011, Instagram (as Burbn, Inc.) executed a
17 domain name purchase agreement (the "Agreement") for the sale of the
18 <Instagram.com> domain name after negotiating with the registrant and finally
19 agreeing to their counteroffer to purchase the domain name for \$100,000. A true and
20 correct copy of the Agreement is attached to this Complaint as **Exhibit 4**. Through its
21 U.S. subsidiary, the domain name marketplace Sedo acted as an intermediary to
22 facilitate the transaction. Instagram paid \$100,000 and is therefore a bona fide and
23 good faith purchaser for value of the <Instagram.com> domain name.

24 35. Section 2.a) of the Agreement states, "The Seller guarantees that he/she
25 is the owner of the aforementioned purchase object [i.e., the <Instagram.com> domain
26 name] and may freely dispose of it." Section 4. of the Agreement states, "Provided
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1 that the Seller and the Buyer can agree upon this, the contractual relationship between
2 them shall be subject to the law of Massachusetts, USA.”

3 36. After signing the Agreement and in accordance with its terms,
4 Defendants took affirmative steps to transfer the domain name, and the transfer was
5 completed on or about February 3, 2011 after Instagram paid the \$100,000 purchase
6 price. The domain name is currently registered to Instagram through MarkMonitor,
7 which is an accredited domain name registrar for the .com top level domain.

8 37. Thereafter, Murong and her family continued their cybersquatting
9 campaign, forcing Instagram to initiate a UDRP proceeding before the World
10 Intellectual Property Organization Arbitration and Mediation Center (“WIPO”)
11 against Murong on September 10, 2014, in addition to the proceedings in Sweden and
12 Belgium cited above. Via the UDRP proceeding, Instagram requested transfer of the
13 Infringing Domain Names alleged in this Complaint to Instagram.

14 38. Murong was named as the respondent in the UDRP proceeding because
15 her name appeared in the public WHOIS registration information for the domain
16 names at issue. However, Instagram is informed and believes that Murong was at all
17 times working jointly with the other Defendants to defend the UDRP proceeding
18 Instagram initiated.

19 39. Murong’s opposition to Instagram’s UDRP complaint argued among
20 other things that the Agreement to purchase <Instagram.com> was invalid.
21 Specifically, Murong argued that she was “induced by [Instagram’s] intermediary to
22 sell the domain name <instagram.com> for an unreasonably low price on January 18,
23 2011[]” and that “This sale was invalid as it was done through an intermediary and
24 the purchaser Burbn, Inc. does not exist.”

25 40. Instagram refuted this argument in its Supplemental Filing in Reply to
26 Murong’s opposition, substantiating that Instagram’s purchase of the
27 <Instagram.com> domain name was valid and legitimate.

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1 41. After considering the parties' submissions, the WIPO panelist rejected
2 Murong's arguments and found that Murong "is a known cybersquatter with a prior
3 history of bad faith registration of domain names incorporating third party
4 trademarks." The WIPO panelist found in favor of Instagram and ordered the
5 Infringing Domain Names to be transferred to Instagram. A true and correct copy of
6 the decision is attached to this Complaint as **Exhibit 5**. Murong has appealed this
7 decision.

8 42. Undeterred, Murong and her family launched a new scheme to invalidate
9 the Agreement through a sham legal proceeding filed in a Chinese court.

10 43. On or around December 14, 2015, Instagram was served with a
11 complaint filed in the Shenzhen Futian Court (the "Chinese Case"). The plaintiffs in
12 the Chinese Case are Murong's mother and sisters, Defendants Mufen, Meifang, and
13 Guihe (the "Chinese plaintiffs"). The defendants in the Chinese Case are Instagram
14 and Murong.

15 44. Defendants' latest ruse, as articulated in the complaint in the Chinese
16 Case, is that Murong did not have authorization to sell the domain name to Instagram.
17 The Chinese complaint seeks a ruling from the Chinese court that the Agreement is
18 invalid and an order requiring MarkMonitor to transfer the registration to the Chinese
19 plaintiffs.

20 45. Instagram is informed and believes that Defendants continue to act in
21 concert. Instagram is informed and believes that the Chinese Case is a sham
22 proceeding and nothing more than yet another attempt to invalidate the Agreement so
23 that Defendants can take control of a domain name in which they have no legitimate
24 interest and extort even more money from Instagram now that Instagram has grown
25 into one of the most popular brands in the world.

1 46. As a result, there is an actual controversy between Instagram and
2 Defendants regarding both the validity of the Agreement and the rightful ownership
3 and use of the <Instagram.com> domain name.

4 **FIRST CAUSE OF ACTION**

5 **(Federal Cybersquatting Regarding the Mark INSTAGRAM)**

6 **(15 U.S.C. § 1125(d))**

7 47. Instagram repeats, realleges, and incorporates each and every allegation
8 of the foregoing paragraphs, as though fully set forth in this cause of action.

9 48. Defendants have registered and used the Infringing Domain Names with
10 a bad faith intent to profit from the INSTAGRAM mark.

11 49. The INSTAGRAM mark was distinctive at the time of registration of
12 each of the Infringing Domain Names and remains distinctive today.

13 50. The Infringing Domain Names were confusingly similar to the
14 INSTAGRAM mark at the time Defendants registered each of them, and remain so
15 today.

16 51. Defendants' bad faith conduct as alleged herein has caused and will
17 continue to cause Instagram irreparable harm for which there is no adequate remedy at
18 law, and is also causing damage to Instagram in an amount which cannot be
19 accurately computed at this time but will be proven at trial, or at Instagram's election,
20 an award of statutory damages of up to \$100,000 for each of the 21 Infringing Domain
21 Names (and any others that may be discovered prior to judgment) to be determined by
22 the Court.

23 **SECOND CAUSE OF ACTION**

24 **(Declaratory Judgment of Validity of Agreement)**

25 52. Instagram repeats, realleges, and incorporates each and every allegation
26 of the foregoing paragraphs, as though fully set forth in this cause of action.

1 53. An actual controversy has arisen and now exists between the parties
2 concerning their respective rights and duties in that:

3 a. Instagram contends that the Agreement to purchase the
4 <Instagram.com> domain name is valid, and that Instagram is the rightful
5 owner of the domain name on account of the Agreement.

6 b. On the other hand, Defendant Murong and her co-defendants
7 contend and have asserted in various proceedings before other tribunals that the
8 Agreement is invalid and should be rescinded. Specifically, they argued in the
9 UDRP proceeding that Murong was “induced by [Instagram’s] intermediary to
10 sell the domain name <Instagram.com> for an unreasonably low price on
11 January 18, 2011[]” and that the “sale was invalid as it was done through an
12 intermediary and the purchaser Burbn, Inc. does not exist.” Now Murong’s co-
13 defendants have alleged in the sham Chinese Case that Murong did not have
14 authorization to enter into the Agreement.

15 c. On information and belief, Defendants are and have always been
16 acting in concert. The Chinese Case is a sham proceeding and nothing more
17 than yet another attempt to invalidate the Agreement so that Defendants can
18 take control of a domain name in which they have no legitimate interest and
19 extort money from Instagram now that Instagram has grown into one of the
20 most popular brands in the world.

21 54. Instagram is entitled to a judicial determination and declaration of the
22 rights and duties of the parties, specifically a determination that the Agreement that
23 was executed and fully performed five years ago is valid, and that Instagram is the
24 rightful owner of the <Instagram.com> domain name.

25 55. A declaratory judgment is necessary and appropriate at this time because
26 Defendants continue to challenge the validity of the Agreement and Instagram’s
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1 rightful ownership of the <Instagram.com> domain name, and Instagram is entitled to
2 relief from the threat of transfer of the <Instagram.com> domain name to Defendants.

3 **THIRD CAUSE OF ACTION**

4 **(Declaratory Judgment as to Instagram's Status as a Good Faith Purchaser for**
5 **Value and other Ownership Rights in <Instagram.com> Domain Name)**

6 56. Instagram repeats, realleges, and incorporates each and every allegation
7 of the foregoing paragraphs, as though fully set forth in this cause of action.

8 57. A further actual controversy has arisen and now exists between the
9 parties concerning their respective rights and duties in that:

10 a. Instagram contends that it lacked any actual or constructive
11 knowledge of any limitations on the authority of Murong, Sedo or any other
12 person involved in negotiating the Agreement and, therefore, Instagram is a
13 good faith purchaser for value of the domain name.

14 b. Instagram further contends that even without the Agreement, it is
15 entitled to the <Instagram.com> domain name on account of its duly registered
16 INSTAGRAM trademark and the history of its use and Defendants' lack of use
17 of the trademark in commerce and related bad faith activity as serial
18 cybersquatters.

19 c. On the other hand, Defendants contend that Defendant Murong
20 lacked authorization to enter into the Agreement, that they are the rightful
21 owners of the <Instagram.com> domain name, and that Instagram or
22 MarkMonitor should be compelled to surrender that name to Defendants.
23 Instagram is informed and believes that should Defendants prevail in the
24 Chinese Case, Defendants will effectuate such transfer unless Instagram pays
25 Defendants an amount unilaterally determined by them to retain the
26 <Instagram.com> domain name.

58. Instagram is entitled to a judicial determination and declaration of the rights and duties of the parties, specifically a determination that on account of its status as a good faith purchaser for value and/or on account of its trademarks and preexisting use of the INSTAGRAM mark as described above it is the only rightful owner of the <Instagram.com> domain name, and that neither Instagram nor its registrar MarkMonitor can be properly required to surrender the domain name, nor are Defendants otherwise entitled to have that domain named transferred to them, or any of them.

59. A declaratory judgment is necessary and appropriate at this time because Defendants continue to challenge the validity of the Agreement and Instagram's rightful ownership of the <Instagram.com> domain name, and Instagram is entitled to relief from the threat of transfer of the <Instagram.com> domain name to Defendants.

REQUEST FOR RELIEF

Instagram requests that this Court:

A. Enter a judgment that:

1. The Agreement for the purchase of the <Instagram.com> domain name, attached as **Exhibit 4**, is valid and binding;
2. Instagram is the rightful owner of the <Instagram.com> domain name;
3. Defendants registered, trafficked in, and/or used the <Instagram.com> domain name and the Infringing Domain Names with a bad faith intent to profit from the INSTAGRAM mark;
4. Defendants have no legitimate interest in the INSTAGRAM mark or any marks or domain names confusingly similar thereto.

B. Enter a permanent injunction prohibiting any domain name authority, including without limitation the Internet Corporation for Assigned Names and Numbers (“ICANN”), Versign, Inc., MarkMonitor Inc. or any other registrar, from

1 taking any action that results in the transfer of the registration of <Instagram.com> to
2 any person or entity without Instagram's express written authorization.

3 C. Enter a permanent injunction enjoining Defendants, their officers,
4 directors, agents, employees, representatives and all persons acting in concert or
5 participation with them from:

- 6 1. Using the mark INSTAGRAM, alone or in combination with any other
7 words or phrases, in a manner that is likely to cause confusion with
8 respect to the mark INSTAGRAM or with respect to Instagram's
9 approval or authorization of Defendants' actions;
- 10 2. Registering any Internet domain names containing the term
11 INSTAGRAM, or any variations or misspellings of the term
12 INSTAGRAM, alone or in combination with any other terms;
- 13 3. Interfering in any way, in any jurisdiction, with Instagram's ownership or
14 use of <Instagram.com>.

15 D. Enter an order sufficient to effect the transfer of the following domain
16 names to Instagram: <insagram.com>, <instagam.com>, <instagra.com>,
17 <instagram.net>, <instagran.com>, <instagr.com>, <instagrm.com>,
18 <instangram.com>, <instaram.com>, <instargram.com>, <instegram.com>,
19 <instgram.com>, <instragram.com>, <intagram.com>, <istagram.com>,
20 <lnstagram.com>, <minstagram.com>, <nstagram.com>, <winstagram.com>,
21 <graminsta.com>, and <wwwinstagram.com>. Such order shall be directed to the
22 registrars through which the domain names are registered and to Verisign, Inc.

23 E. Award Instagram Defendants' profits and damages in an amount to be
24 proven at trial and trebled according to applicable law, or at Instagram's election
25 statutory damages in the amount of \$100,000 per Infringing Domain Name;

26 F. Enter a finding that Defendants' actions were willful, deliberate, and
27 malicious, and that this case be deemed exceptional;

28

- 1 G. Enter an award of attorneys' fees and costs; and
2 H. Award any such other and further relief as this Court deems just and
3 proper.

4 **PLAINTIFF INSTAGRAM HEREBY DEMANDS A TRIAL BY JURY.**
5

6
7 Dated: January 13, 2016

By: /s/ Larry W. McFarland

Larry W. McFarland

James G. Gilliland, Jr.

Christopher T. Varas

Ryan T. Bricker

Kollin J. Zimmermann

Kilpatrick Townsend & Stockton LLP

Attorneys for Plaintiff

INSTAGRAM, LLC